## UNITED STATES DISTRICT COURT WESTERN DISTRICT OF TEXAS SAN ANTONIO DIVISION

May 12, 2025
CLERK, U.S. DISTRICT COURT
WESTERN DISTRICT OF TEXAS

BY: NM DEPUTY

AARON MALDONADO et al.,

Plaintiffs,

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v.

MAMMOTH ENERGY SERVICES, INC. et al.,

Defendants.

CIVIL NO. SA-21-CV-85-OLG

## ORDER

The Court is considering several motions pending in this matter, including Plaintiffs' Motion for Collateral Estoppel (the "Motion") (Dkt. No. 42). *See* Dkt. Nos. 38; 41–43; 57. In the Motion, Plaintiffs argue that, under the doctrine of non-mutual issue preclusion, Defendants should be prevented from relitigating two issues which were conclusively resolved in a related arbitration proceeding. *See* Dkt. No. 42. In their response, Defendants assert that the application of issue preclusion would be unfair because they prevailed in several similar arbitration proceedings. *See* Dkt. No. 53 at 1–2. Due to confidentiality agreements reached in those cases, Defendants did not attach the prior arbitral orders. *Id.* at 2 n.1. However, Defendants represent that they are willing to provide those orders for the Court's review. *Id.* 

Under well-established law, "[a]llowing offensive collateral estoppel may . . . be unfair to a defendant if the judgment relied upon as a basis for the estoppel is itself inconsistent with one or more previous judgments in favor of the defendant." *See Parklane Hosiery Co. v. Shore*, 439 U.S. 322, 330 & n.14 (1979). Thus, any prior inconsistent arbitral orders would be highly relevant to determining whether the application of issue preclusion is unfair to Defendants.

IT IS THEREFORE ORDERED that Defendants shall file any prior inconsistent arbitral orders EX PARTE and UNDER SEAL no later than Monday, May 19, 2025. Defendants shall highlight any purportedly inconsistent language contained therein.

IT IS SO ORDERED.

**SIGNED** this 12th day May, 2025.

ORLANDO L. GARCIA United States District Judge